

# Exhibit B

# New York Matrimonial Law and Practice

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By  
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*Member, New York State Bar*

**Volume 1**

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## II. NEGOTIATING SEPARATION AGREEMENTS

### § 10:7 Preparing practitioner for marital negotiations

Negotiation of a separation agreement should be approached with the same high level of energy and determination as would be devoted to contested litigation. Just as it would be imprudent to approach the trial of a matrimonial action without first preparing for it, undertaking to negotiate a separation agreement without taking the time and expending the effort to prepare is likewise fraught with peril.

The practitioner's overall preparedness for the endeavor

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<sup>11</sup>Lottridge v. Lottridge, 73 Misc. 2d 614, 616, 342 N.Y.S.2d 251 (County Ct. 1973).

<sup>12</sup>Lottridge v. Lottridge, 73 Misc. 2d 614, 616, 342 N.Y.S.2d 251 (County Ct. 1973).

See also, Swift v. Swift, 260 A.D.2d 466, 688 N.Y.S.2d 211 (2d Dep't 1999) (where plaintiff moved pursuant to N.Y. Dom. Rel. Law §§ 244 and 245 to enforce terms of stipulation of settlement, which was incorporated but not merged in judgment of divorce, in view of defendant's acknowledgment that he did not comply with his financial obligations set forth in judgment until after motion for enforcement was served, and there was evidence that such failure was willful, lower court properly determined that plaintiff was entitled to an award of counsel fees pursuant to N.Y. Dom. Rel. Law § 237(c). See, Croce v. Croce, 236 A.D.2d 646, 653 N.Y.S.2d 188 (3d Dep't 1997); Vicinanza v. Vicinanza, 233 A.D.2d 715, 650 N.Y.S.2d 370 (3d Dep't 1996); Goldfarb v. Goldfarb, 175 A.D.2d 275, 572 N.Y.S.2d 917 (2d Dep't 1991)).

## SEPARATION AGREEMENTS

## § 10:7

begins at home, with him or herself. Apart from the issues which attend any given case, the practitioner should be thoroughly versed in the substantive law of equitable distribution. Attempting to negotiate a comprehensive opt-out agreement without such knowledge is blind folly.

The statute itself should be a familiar friend, one which counsel may discuss in detail from memory. Beyond the statute lies the evolving decisional law in this relatively new area of jurisprudence. Although the statute itself is relatively comprehensive and detailed, much of what is now known and daily applied in practice has come from the bench since enactment of the reform legislation.

It may be reasonably anticipated that the judicial determination of crucial equitable distribution issues will continue in the years ahead, possibly at an accelerated pace as more actions wind their way through the appellate courts. Keeping up-to-date with reported decisions through the advance sheets is, therefore, imperative.

Equally important to the practitioner is the ability to litigate the matrimonial dispute in the event negotiations reach an impasse. When the going gets tough, resort to litigation may be the only option. While it may not be necessary to ultimately go through a fully contested matrimonial trial, preliminary litigation may be essential to breaking the impasse.

Furthermore, any shortcomings in litigation skills will soon become known to the practitioner's potential adversaries and such weaknesses may well be exploited in the negotiating process. Thus, it is important to quickly acquire the skills of a litigator.

It is also suggested that the practitioner give thought to developing an overall approach to the resolution of matrimonial disputes which facilitates reasonable settlement but which spurns overreaching by meeting such efforts by effective resort to the courts.

Such a negotiation-litigation approach should serve several ends. It keeps the door open to continued good-faith negotiations irrespective of the stage of pending litigation. It allows bad-faith negotiating positions assumed by the adverse party to be immediately met by a hostile litigious response, whether by the making of an appropriate motion or simply by stepping up the pace toward trial.

This carrot and stick approach may also carry long-term

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## NEW YORK MATRIMONIAL LAW AND PRACTICE

benefits to the practitioner's future clients, in that once the local legal community is aware that bad-faith negotiation postures garner no gain, such untoward negotiating positions may be less frequently encountered. This allows both sides to get down to serious negotiations sooner and facilitates more expeditious and less expensive settlements.

## § 10:8 Preparing client for negotiations

Once the practitioner has become a polished student of equitable distribution and an ardent litigator, only one thing more is needed before counsel can hone his or her skills: a client with a marital problem. Fortunately for the practitioner, there is no shortage of such people in the community and, on any given day, counsel merely needs to step outside the office and grab anyone walking by. The chances are almost fifty-fifty that the accosted party will fit the bill.

Once the client has retained the practitioner to handle his or her matrimonial problem, hopefully under more auspicious circumstances than mentioned above, the possibility of resolving the matter by negotiating a reasonable separation agreement should be considered.<sup>1</sup>

It is generally useful to explain to the client the many advantages which might be gained by attempting to negotiate such an agreement.

Mention should be made of the risk which always attends contested litigation and the relatively higher expense of proceedings in the courts. It should also be pointed out that even the most dedicated and compassionate judge usually has but a few hours of precious judicial time in which to grasp the nuances of a relationship which has often developed over many years.

The point should also be made that obligations voluntarily assumed by agreement are more apt to be honored by the other party, thereby sparing the client endless trips to the courthouse in search of enforcement.

A general explanation of the law of separation agreements should also be given to the client, explaining that they can not only serve to settle the various financial and familial is-

## [Section 10:8]

<sup>1</sup>For further discussion of the preliminary aspects of dealing with matrimonial clients, see Chapter 12.

## SEPARATION AGREEMENTS

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sues but also may provide a basis for a subsequent no-fault conversion divorce.

The need for the client to maintain an open mind and flexible attitude toward the negotiating process should be emphasized. Any frozen precepts on the client's part can only render the process more difficult and, hence, more protracted and costly.

Further, if the client is generally receptive to the negotiated approach, the client's role in the process should be carefully explained. The practitioner should emphasize that any final decision as to the acceptability of a given settlement proposal will be that of the client. He or she should be told that the practitioner will give advice and make recommendations but that there will be no effort to shove anything down the client's throat.

It should also be explained, with equal force, that the manner in which the negotiations are handled, the bargaining positions assumed at the various stages of the negotiations, together with any conjunctive legal pressures brought to bear, are within the exclusive professional domain of counsel.

The client should be cautioned against engaging in direct negotiations with his or her spouse. Such contact can often undermine counsel's position with the opposing lawyer and often result in inadvertent concessions by the client. Once the client has given something away, it is often irretrievable.

Communication with the client is critical at every stage of the negotiations and courtesy copies of correspondence between the attorneys should be liberally used to keep the client informed.

At the initial stages, the practitioner should elicit from the client what issues are most important to him or her. The client's understanding of which issues may be of principal concern to the other party should also be drawn out so that the practitioner will have a clear idea of where the dispute will likely focus.

While it will frequently be necessary to reinforce the advice and instructions given to the client as the negotiations go forward, devoting sufficient time and energy to the task at the very early stages of representation should reap future rewards in the form of a more harmonious attorney-client relationship.

### § 10:9 Obtaining financial information

The need for full financial disclosure by both parties to a

# LINDEY AND PARLEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS

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## ASSETS IN GENERAL

§ 30.02

## PART A. INTRODUCTION

## § 30.01 Scope of Chapter

This chapter contains general forms for use in a separation or marital settlement agreement to set forth a division of personal property between the spouses. Part A includes drafting considerations. Part B sets forth the forms, and Part C discusses the general rules underlying a division of assets, as well as some of the specific issues related to personal property, both tangible and intangible.

For forms and discussion concerning the division of specific assets, see Chapters 31 (personal injury awards, including worker's compensation and disability income), 32 (professional degrees, licenses, and practices), 33 (closely-held corporations); 34 (pensions and related assets), and 35 (real property). Family and interparty debts are covered in Chapter 40.

Related tax forms and discussion are found in Chapter 45. In addition, forms and related legal issues regarding the problems arising from a party's postseparation or postdecree bankruptcy are presented in Chapter 41.

## § 30.02 Drafting Considerations

1. In many cases, property division arrangements will be the most significant aspect of a case, not only because of the extent and value of the property, but also because the division will have more effect on the parties' financial future than alimony or child support orders. Accordingly, there has been, for example, increased litigation over various types of intangible interests that may constitute property, such as stock options (see §§ 30.28–30.30), and advanced degrees and professional licenses (see Ch. 32).
2. While a complete list of the property interests of the parties is required for a full and fair division, a professional assessment of property values is of nearly equal importance. A party's belief as to the value of the property does not suffice. In an ever-changing economic environment, relying on uninformed guesses as to property value can be as problematic as not knowing what property is available for distribution. Although a professional appraisal of property values may increase a client's expenses, the increased accuracy justifies the cost of the appraisal because the appraisal significantly reduces the controversy over value.
3. Property division provisions should not only include the distribution of property between the parties, but also involve the distribution of family and personal debts. In order to determine the fairness of the division, it is essential to be aware of the net value of a party's assets. Approaching

**§ 30.02****CLAUSES FOR SEPARATION AGREEMENTS****30-4**

debt obligations as mere expenses to be paid out of income is not an accurate reflection of the total marital estate. The “net worth” of the marital estate can only be determined by including marital debts. It is also inequitable not to distribute debts between the parties at the same time and on the same basis as assets are distributed.

4. The assets to be divided are not necessarily restricted to those existing at the time of the separation, and the parties may create new assets to enable them to achieve a fair division. For example, the creation of a trust fund or the purchase of a life insurance policy may provide new resources that satisfy a party’s needs without requiring the other party to surrender substantial assets in order to achieve a division.
5. It is also important to focus on the present and future tax consequences of a property division. For example, while the transfer of property from one spouse to another may not be a taxable transaction under the Internal Revenue Code, the taxes imposed on the property recipient if there is a sale to a third party may be significant. Awareness of the imbedded tax potential may affect the negotiations for division of assets and/or perception of a “fair” division. Courts generally do not take into account the possibility of tax consequences of the future sale of an asset because the effects would be too speculative.
6. It is often as important to address the process and time periods relevant to the division as it is to identify the property division itself. The use of vague terms such as “contemporaneously” or “promptly” or “forthwith” can cause more delay than desired. Similarly, identifying which party is to deliver certain items to the other can avoid delays in transfers and disputes.
7. It is not uncommon for the division of household effects to be left for the end of the negotiations. This is usually done on the theory that they are not a significant issue. However, the emotions attached to such items can make this a very difficult and anger-inducing element, threatening the rest of the agreement. In addition, the difference between current value of existing household items, such as a sofa, bed or television, and the cost to replace such items may cause one or the other spouse to feel he or she did not get a fair deal. One possible way to address the problem is to have each spouse choose one item alternately.

**§§ 30.03–30.09 [Reserved]**

# NEW YORK MATRIMONIAL PRACTICE

## SECOND EDITION

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## Part II

### DATA PACKET

#### Chapter 14

### Matrimonial Practice Data Packet

- § 14:1 Data packet cover sheet
- § 14:2 Attorney information sheet
- § 14:3 Living expense sheet

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#### § 14:1 Data packet cover sheet

Matrimonial Practice Data Packet for Client \_\_\_\_\_

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>0.10 Attorney in charge</td></tr> <tr><td>0.11 Assistant, if any</td></tr> <tr><td>Court</td></tr> <tr><td>0.30 County</td></tr> <tr><td>0.31 Judge</td></tr> <tr><td>0.32 Court Address</td></tr> <tr><td>0.33 Court Telephone</td></tr> <tr><td>0.34 Court FAX</td></tr> <tr><td>Opposing Counsel</td></tr> <tr><td>0.40 Name</td></tr> <tr><td>0.41 Opposing Counsel's Firm</td></tr> <tr><td>0.42 - Address</td></tr> <tr><td>0.43 - Phone Number</td></tr> </table>	0.10 Attorney in charge	0.11 Assistant, if any	Court	0.30 County	0.31 Judge	0.32 Court Address	0.33 Court Telephone	0.34 Court FAX	Opposing Counsel	0.40 Name	0.41 Opposing Counsel's Firm	0.42 - Address	0.43 - Phone Number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>0.01 Firm File No.</td></tr> <tr><td>0.02 Court's Index No.</td></tr> <tr><td>0.03 Opposing Counsel's File No.</td></tr> <tr><td>0.04 Court Calendar No.</td></tr> <tr><td>Fee Arrangement</td></tr> <tr><td>0.20 Retainer</td></tr> <tr><td>0.21 Additional terms</td></tr> <tr><td>0.22 Date</td></tr> <tr><td>Dates</td></tr> <tr><td>0.50 Date of Separation Agreement</td></tr> <tr><td>0.51 Date of Service of Summons</td></tr> <tr><td>0.52 Date of Notice of Appearance</td></tr> <tr><td>0.53 Date of Service of Complaint</td></tr> <tr><td>0.54 Date of Service of Answer</td></tr> <tr><td>0.55 Date of Service of Reply</td></tr> <tr><td>0.56 Date of Request for Judicial Intervention</td></tr> <tr><td>0.57 Date of Notice of Issue</td></tr> <tr><td>0.57a Date of certification</td></tr> <tr><td>0.58 Date and time of inquest or trial</td></tr> <tr><td>0.59 Date judgment was granted</td></tr> <tr><td>0.60 Date judgment was entered</td></tr> <tr><td>0.61 Date judgment was served</td></tr> <tr><td>0.62 Date notice of appeal was filed</td></tr> <tr><td>0.63 Action is for</td></tr> <tr><td><input type="checkbox"/> Annulment or Declaration of nullity</td></tr> <tr><td><input type="checkbox"/> Separation</td></tr> <tr><td><input type="checkbox"/> Divorce</td></tr> <tr><td><input type="checkbox"/> Other _____</td></tr> </table>	0.01 Firm File No.	0.02 Court's Index No.	0.03 Opposing Counsel's File No.	0.04 Court Calendar No.	Fee Arrangement	0.20 Retainer	0.21 Additional terms	0.22 Date	Dates	0.50 Date of Separation Agreement	0.51 Date of Service of Summons	0.52 Date of Notice of Appearance	0.53 Date of Service of Complaint	0.54 Date of Service of Answer	0.55 Date of Service of Reply	0.56 Date of Request for Judicial Intervention	0.57 Date of Notice of Issue	0.57a Date of certification	0.58 Date and time of inquest or trial	0.59 Date judgment was granted	0.60 Date judgment was entered	0.61 Date judgment was served	0.62 Date notice of appeal was filed	0.63 Action is for	<input type="checkbox"/> Annulment or Declaration of nullity	<input type="checkbox"/> Separation	<input type="checkbox"/> Divorce	<input type="checkbox"/> Other _____
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<b>Contents of Packet</b> Client Information 1.00-1.10 Spouse Information 2.00-2.10 Marriage Information 3.00-3.06 Children of Marriage 4.00-4.31 Prior Marriage of Client 5.00-5.09 Prior Marriage of Spouse 6.00-6.09 Pending Litigation 7.00-7.07 Income of Spouse 8.00-8.25	Non-joint Assets of Spouse 9.00-9.102 Income of Clients 10.00-10.25 Non-joint Assets of Client 11.00-11.68 Assets Held Jointly 12.00-12.70 Liabilities of Parties 13.00-13.04 The Marital Problem 16.00-16.05 Desire of Client 16.00-16.01 Advice Given 17.00
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§ 14:2

NEW YORK MATRIMONIAL PRACTICE

## § 14:2 Attorney information sheet

Date of conference \_\_\_\_\_ Place of conference \_\_\_\_\_  
 Time started \_\_\_\_\_ Time ended \_\_\_\_\_

## Client Information

1.00 Full Name \_\_\_\_\_ 1.01 Maiden Name \_\_\_\_\_  
 1.00(1) Letter Substitution \_\_\_\_\_ 1.03 Telephone Number(s) \_\_\_\_\_  
 1.02 Residence \_\_\_\_\_ 1.05 Business Telephone \_\_\_\_\_  
 1.04 Mailing Address \_\_\_\_\_ 1.07 Age \_\_\_\_\_  
 1.03 Date of Birth \_\_\_\_\_ 1.07(1) Place of Birth \_\_\_\_\_  
 1.06(1) Education (highest grade) \_\_\_\_\_ 1.09 Social Security Number \_\_\_\_\_  
 1.10 County of residence \_\_\_\_\_

## Spouse Information

2.00 Full Name \_\_\_\_\_ 2.01 Maiden Name \_\_\_\_\_  
 2.02 Residence \_\_\_\_\_ 2.03 Telephone Number(s) \_\_\_\_\_  
 2.04 Mailing Address \_\_\_\_\_ 2.05 Business Telephone \_\_\_\_\_  
 2.06 Date of Birth \_\_\_\_\_ 2.07 Age \_\_\_\_\_  
 2.07(1) Place of Birth \_\_\_\_\_ 2.09 Social Security Number \_\_\_\_\_  
 2.08(1) Education (highest grade) \_\_\_\_\_  
 2.10 County of Residence \_\_\_\_\_

## Marriage Information

3.00 Date of marriage \_\_\_\_\_ 3.01 Place married (including county) \_\_\_\_\_  
 3.02 Date of separation \_\_\_\_\_ 3.03 Who is? Client \_\_\_\_\_ Spouse \_\_\_\_\_  
 3.04 Prior separations: \_\_\_\_\_ 3.05 Who is? Client \_\_\_\_\_ Spouse \_\_\_\_\_  
 3.06 Is wife pregnant? \_\_\_\_\_  
 3.07 Address of marital residence, if owned by parties \_\_\_\_\_  
 3.08 Title to marital residence held by \_\_\_\_\_

## Prenuptial Agreement

3.10 Date of agreement \_\_\_\_\_  
 3.11 Attorney for wife \_\_\_\_\_  
 3.12 Attorney for husband \_\_\_\_\_  
 3.13 Financial disclosure by wife (yes/no) \_\_\_\_\_  
 3.14 Financial disclosure by husband (yes/no) \_\_\_\_\_  
 3.15 Properly acknowledged (yes/no) \_\_\_\_\_  
 3.16 Time between signing and marriage \_\_\_\_\_

## Children of Marriage

4.00 Name \_\_\_\_\_ 4.01 Adopted? \_\_\_\_\_  
 4.02 Birthdate \_\_\_\_\_ 4.03 Age \_\_\_\_\_ 4.04 Birthplace \_\_\_\_\_  
 4.05 School Name \_\_\_\_\_ 4.06 Grade \_\_\_\_\_  
 4.07 If employed: Employer name \_\_\_\_\_  
 Employer address \_\_\_\_\_  
 Days or hours per week \_\_\_\_\_  
 Compensation \_\_\_\_\_

## DATA PACKET

§ 14:2

4.08 Name \_\_\_\_\_ 4.09 Adopted? \_\_\_\_\_  
 4.10 Birthdate \_\_\_\_\_ 4.11 Age \_\_\_\_\_ 4.12 Birthplace \_\_\_\_\_  
 4.13 School name \_\_\_\_\_ 4.14 Grade \_\_\_\_\_  
 4.15 If employed: Employer name \_\_\_\_\_  
 Employer address \_\_\_\_\_  
 Days or hours per week \_\_\_\_\_  
 Compensation \_\_\_\_\_  
 4.16 Name \_\_\_\_\_ 4.17 Adopted? \_\_\_\_\_  
 4.18 Birthdate \_\_\_\_\_ 4.19 Age \_\_\_\_\_ 4.20 Birthplace \_\_\_\_\_  
 4.21 School name \_\_\_\_\_ 4.22 Grade \_\_\_\_\_  
 4.23 If employed: Employer name \_\_\_\_\_  
 Employer address \_\_\_\_\_  
 Days or hours per week \_\_\_\_\_  
 Compensation \_\_\_\_\_  
 4.24 Name \_\_\_\_\_ 4.25 Adopted? \_\_\_\_\_  
 4.26 Birthdate \_\_\_\_\_ 4.27 Age \_\_\_\_\_ 4.28 Birthplace \_\_\_\_\_  
 4.29 School name \_\_\_\_\_ 4.30 Grade \_\_\_\_\_  
 4.31 If employed: Employer name \_\_\_\_\_  
 Employer address \_\_\_\_\_  
 Days or hours per week \_\_\_\_\_  
 Compensation \_\_\_\_\_

Prior Marriage(s) of Client (number) \_\_\_\_\_  
 5.00 Date of marriage \_\_\_\_\_ 5.01 Place married \_\_\_\_\_  
 5.03 Date of termination \_\_\_\_\_ 5.04 Name of former spouse \_\_\_\_\_  
 5.05 Children (number) \_\_\_\_\_  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_  
 Resides with \_\_\_\_\_  
 at \_\_\_\_\_  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_  
 Resides with \_\_\_\_\_  
 at \_\_\_\_\_  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_  
 Resides with \_\_\_\_\_  
 at \_\_\_\_\_  
 5.06 Manner of termination \_\_\_\_\_  
 5.07 If by death, date \_\_\_\_\_; place \_\_\_\_\_  
 5.08 If by court order (obtain copy):  
 Name of court \_\_\_\_\_  
 Location of court \_\_\_\_\_  
 Date of order \_\_\_\_\_  
 Ground for dissolution \_\_\_\_\_



## § 14:2

## NEW YORK MATRIMONIAL PRACTICE

5.09 If agreement (obtain copy):

Date \_\_\_\_\_  
 Attorney for client - name \_\_\_\_\_  
 address \_\_\_\_\_  
 Attorney for spouse - name \_\_\_\_\_  
 address \_\_\_\_\_

Prior Marriage(s) of Spouse (number) \_\_\_\_\_

6.00 Date of marriage \_\_\_\_\_ 6.01 Place named \_\_\_\_\_

6.03 Date of termination \_\_\_\_\_ 6.04 Name of spouse \_\_\_\_\_

6.05 Children (number) \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_

Resides with \_\_\_\_\_

at \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_

Resides with \_\_\_\_\_

at \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age \_\_\_\_\_

Resides with \_\_\_\_\_

at \_\_\_\_\_

6.06 Manner of termination \_\_\_\_\_

6.07 If by death, date \_\_\_\_\_ : place \_\_\_\_\_

6.08 If by court order (obtain copy):

Name of court \_\_\_\_\_

Location of court \_\_\_\_\_

Date of order \_\_\_\_\_

Ground for dissolution \_\_\_\_\_

6.09 If agreement (obtain copy):

Date \_\_\_\_\_

Attorney for client - name \_\_\_\_\_

address \_\_\_\_\_

Attorney for spouse - name \_\_\_\_\_

address \_\_\_\_\_

Pending Litigation (obtain copies of all papers)

7.00 Court \_\_\_\_\_ 7.01 Location of court \_\_\_\_\_

7.02 Type of litigation \_\_\_\_\_

7.03 Client is: plaintiff (petitioner) \_\_\_\_\_

defendant (respondent) \_\_\_\_\_

7.04 Status of litigation \_\_\_\_\_

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7.05 Name of client's attorney \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_  
 7.06 Name of spouse's attorney \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_  
 7.07 Reason for client's consultation \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Income of Spouse****A. Primary Employment**

8.00 Employer \_\_\_\_\_  
 8.01 Place of employment \_\_\_\_\_  
 8.02 Position or title held by spouse \_\_\_\_\_  
 8.03 Type of work performed \_\_\_\_\_  
 8.04 Years with employer \_\_\_\_\_  
 8.05 Compensation  
 (a) Salary or wages \_\_\_\_\_  
 Gross \_\_\_\_\_; net \_\_\_\_\_  
 (b) Bonus \_\_\_\_\_  
 (c) Employer's contribution to:  
 (1) Pension plan \_\_\_\_\_  
 (2) Profit-sharing plan \_\_\_\_\_  
 (3) Savings plan \_\_\_\_\_  
 (4) Other \_\_\_\_\_  
 (d) Expense allowances \_\_\_\_\_  
 (e) Automobiles furnished by employer  
 (1) Year, make and model \_\_\_\_\_  
 (2) Auto expenses paid by employer  
 (i) lease \_\_\_\_\_  
 (ii) gasoline and oil \_\_\_\_\_  
 (iii) maintenance \_\_\_\_\_  
 (iv) insurance \_\_\_\_\_  
 (v) other \_\_\_\_\_  
 (3) Charges to employee for use \_\_\_\_\_  
 8.06 If self-employed:  
 (a) Hours (if part-time) \_\_\_\_\_  
 (b) Partners or other principals  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

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## B. Other Employment

- 8.07 Employer \_\_\_\_\_
- 8.08 Place of employment \_\_\_\_\_
- 8.09 Position or title held by spouse \_\_\_\_\_
- 8.10 Type of work performed \_\_\_\_\_
- 8.11 Years with employer \_\_\_\_\_
- 8.12 Compensation \_\_\_\_\_
- (a) Salary or wages \_\_\_\_\_
- Gross \_\_\_\_\_; \_\_\_\_\_ net
- (b) Bonus \_\_\_\_\_
- (c) Employer's contribution to: \_\_\_\_\_
- (1) Pension plan \_\_\_\_\_
- (2) Profit-sharing plan \_\_\_\_\_
- (3) Savings plan \_\_\_\_\_
- (4) Other \_\_\_\_\_
- (d) Expense allowances \_\_\_\_\_
- (e) Automobiles furnished by employer \_\_\_\_\_
- (1) Year, make and model \_\_\_\_\_
- (2) Auto expenses paid by employer \_\_\_\_\_
- (i) lease \_\_\_\_\_
- (ii) gasoline and oil \_\_\_\_\_
- (iii) maintenance \_\_\_\_\_
- (iv) insurance \_\_\_\_\_
- (v) other \_\_\_\_\_
- (3) Charges to employee for use \_\_\_\_\_

## C. Prior Employment (if different during past five years from information given above)

- 8.13 Employer \_\_\_\_\_
- 8.14 Place of employment \_\_\_\_\_
- 8.15 Position or title held by spouse \_\_\_\_\_
- 8.16 Type of work performed \_\_\_\_\_
- 8.17 Years with employer \_\_\_\_\_
- 8.18 Annual compensation \_\_\_\_\_
- 8.19 Value of employee benefits \_\_\_\_\_

## D. Other Income

## 8.20 Investments

Explain \_\_\_\_\_

Annual income \_\_\_\_\_

- 8.21 Earnings on bank accounts (annual) \_\_\_\_\_
- 8.22 Dividend income (annual) \_\_\_\_\_
- 8.23 Income from trusts (annual) \_\_\_\_\_
- 8.24 Other \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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## E. Health of Spouse

8.25 Comments: \_\_\_\_\_  
\_\_\_\_\_

## Assets of Spouse (Not Joint with client)

## A. Checking Accounts

9.00 Name of bank _____	9.01 Average Balance _____
9.02 Account number _____	
9.03 Title of account _____	
9.04 Name of bank _____	9.05 Average Balance _____
9.06 Address of bank _____	
9.07 Account number _____	

## B. Savings Accounts and Certificates of Deposit

9.08 Name of Bank _____	9.09 Balance _____
9.10 Address of Bank _____	
9.11 Account Number _____	
9.12 Title of Account _____	
9.13 Name of Bank _____	9.14 Balance _____
9.15 Address of Bank _____	
9.16 Account Number _____	
9.17 Title of Account _____	
9.18 Name of Bank _____	9.19 Balance _____
9.20 Address of Bank _____	
9.21 Account Number _____	
9.22 Title of Account _____	

## C. Securities

## 9.23 Stocks

Total value \$ \_\_\_\_\_

Describe each stock:

- (1) Name of corporation \_\_\_\_\_  
 (2) Shares held \_\_\_\_\_  
 (3) Current price per share \_\_\_\_\_  
 (4) Cost per share when acquired \_\_\_\_\_  
 (5) Loans against shares or margin indebtedness \_\_\_\_\_  
 (6) Location of stock certificates \_\_\_\_\_

## 9.24 Bonds (include U.S. Savings Bonds)

Total value \$ \_\_\_\_\_

Describe each bond:

- (1) Name of issuer \_\_\_\_\_  
 (2) Face value \_\_\_\_\_  
 (3) Current value \_\_\_\_\_  
 (4) Due date \_\_\_\_\_  
 (5) Cost \_\_\_\_\_  
 (6) Amount and dates of interest payments \_\_\_\_\_  
 (7) Loans against bonds or margin indebtedness \_\_\_\_\_  
 (8) Location of bonds \_\_\_\_\_

## 9.25 Other securities (e.g. debentures, options, warrants, futures, etc.)

Total value \$ \_\_\_\_\_

Describe type, loans, location of each

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9.26 Stockbroker name \_\_\_\_\_  
 address \_\_\_\_\_  
 account number \_\_\_\_\_ Type of account \_\_\_\_\_  
 account number \_\_\_\_\_ Type of account \_\_\_\_\_

## D. Business Assets

9.27 Name of business \_\_\_\_\_  
 9.28 Type of business \_\_\_\_\_  
 9.29 Percentage \_\_\_\_\_  
 9.30 Value of spouse's interest \$ \_\_\_\_\_  
 9.31 Name of business \_\_\_\_\_  
 9.32 Type of business \_\_\_\_\_  
 9.33 Percentage \_\_\_\_\_  
 9.34 Value of spouse's interest \$ \_\_\_\_\_

## E. Other Assets

9.35 Description \_\_\_\_\_ 9.36 Value \$ \_\_\_\_\_  
 9.37 Description \_\_\_\_\_ 9.38 Value \$ \_\_\_\_\_  
 9.39 Description \_\_\_\_\_ 9.40 Value \$ \_\_\_\_\_

## F. Life Insurance

9.41 Name of company \_\_\_\_\_ 9.42 Face Amount \$ \_\_\_\_\_  
 9.43 Loans against policy \_\_\_\_\_  
 9.44 Type of policy \_\_\_\_\_ 9.45 Beneficiary \_\_\_\_\_  
 9.46 Owner of policy \_\_\_\_\_ 9.47 Location of policy \_\_\_\_\_  
 9.48 Name of company \_\_\_\_\_ 9.49 Face Amount \$ \_\_\_\_\_  
 9.50 Loans against policy \_\_\_\_\_  
 9.51 Type of policy \_\_\_\_\_ 9.52 Beneficiary \_\_\_\_\_  
 9.53 Owner of policy \_\_\_\_\_ 9.54 Location of policy \_\_\_\_\_  
 9.55 Name of company \_\_\_\_\_ 9.56 Face Amount \$ \_\_\_\_\_  
 9.57 Loans against policy \_\_\_\_\_  
 9.58 Type of policy \_\_\_\_\_ 9.59 Beneficiary \_\_\_\_\_  
 9.60 Owner of policy \_\_\_\_\_ 9.61 Location of policy \_\_\_\_\_

## G. Pension or Retirement Plans

9.62 Type of plan (Keogh, IRA, union, employer) \_\_\_\_\_  
 9.63 Total sum in plan \_\_\_\_\_  
 9.64 Total invested by spouse \_\_\_\_\_  
 9.65 Total invested by employer \_\_\_\_\_  
 9.66 Total vested \_\_\_\_\_  
 9.67 Last annual payment into plan \_\_\_\_\_  
 9.68 Value on retirement age \_\_\_\_\_  
 9.69 Payments on retirement age \_\_\_\_\_  
 9.70 Earliest retirement age \_\_\_\_\_  
 9.71 Normal retirement age \_\_\_\_\_  
 9.72 Type of investments by fund \_\_\_\_\_  
 9.73 Type of plan (Keogh, IRA, union, employer) \_\_\_\_\_

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9.74 Total sum in plan \_\_\_\_\_  
 9.75 Total invested by spouse \_\_\_\_\_  
 9.76 Total invested by employer \_\_\_\_\_  
 9.77 Total vested \_\_\_\_\_  
 9.78 Lost annual payment into plan \_\_\_\_\_  
 9.79 Value on retirement age \_\_\_\_\_  
 9.80 Payments on retirement age \_\_\_\_\_  
 9.81 Earliest retirement age \_\_\_\_\_  
 9.82 Normal retirement age \_\_\_\_\_  
 9.83 Type of investments by fund \_\_\_\_\_

## H. Other Personal Property

## 9.84 - Boat

(a) Length, make and type \_\_\_\_\_  
 (b) Value \$ \_\_\_\_\_  
 (c) Loans against boat \_\_\_\_\_  
 (d) Loan payments per month \$ \_\_\_\_\_  
 (e) Loan payments made to \_\_\_\_\_  
 (f) Location of boat \_\_\_\_\_

## 9.85 - Airplane

(a) Make and type \_\_\_\_\_  
 (b) Value \$ \_\_\_\_\_  
 (c) Loans against airplane \_\_\_\_\_  
 (d) Loan payments per month \$ \_\_\_\_\_  
 (e) Loan payments made to \_\_\_\_\_  
 (f) Location of airplane \_\_\_\_\_

## 9.86 - Collections (e.g. guns, stamps, coins, antiques, works of art)

Description _____	Value \$ _____
Description _____	Value \$ _____
Description _____	Value \$ _____

## I. Real Property (residence, business, vacation)

9.87 Address \_\_\_\_\_  
 9.88 County \_\_\_\_\_  
 9.89 Description (including county and town) \_\_\_\_\_  
 9.90 Market Value \$ \_\_\_\_\_  
 9.91 Mortgagee \_\_\_\_\_  
 9.92 Mortgage payments \$ \_\_\_\_\_ per month  
 9.93 Other liens: amount \$ \_\_\_\_\_  
                             to whom owed \_\_\_\_\_  
                             how payable \_\_\_\_\_  
 9.94 Taxes \$ \_\_\_\_\_  
 9.95 Rents or other income \$ \_\_\_\_\_

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## J. Other Assets

9.96 Description _____	9.97 Value \$ _____
9.98 Description _____	9.99 Value \$ _____
9.100 Description _____	9.101 Value \$ _____
9.102 Description _____	9.103 Value \$ _____
9.104 Description _____	9.105 Value \$ _____

## Income of Client

## A. Primary Employment

10.00 Employer \_\_\_\_\_

10.01 Place of employment \_\_\_\_\_

10.02 Position or title \_\_\_\_\_

10.03 Type of work performed \_\_\_\_\_

10.04 Years with employer \_\_\_\_\_

10.05 Compensation \_\_\_\_\_

(a) Salary or wages \_\_\_\_\_

Gross \$ \_\_\_\_\_; net \$ \_\_\_\_\_

(b) Bonus \_\_\_\_\_

(c) Employer's contribution to:

(1) Pension plan \_\_\_\_\_

(2) Profit-sharing plan \_\_\_\_\_

(3) Savings plan \_\_\_\_\_

(4) Other \_\_\_\_\_

(d) Expense allowances \_\_\_\_\_

(e) Automobiles furnished by employer \_\_\_\_\_

(1) Year, make and model \_\_\_\_\_

(2) Auto expenses paid by employer \_\_\_\_\_

(i) lease \_\_\_\_\_

(ii) gasoline and oil \_\_\_\_\_

(iii) maintenance \_\_\_\_\_

(iv) insurance \_\_\_\_\_

(v) other \_\_\_\_\_

(3) Charges to employee for use \_\_\_\_\_

10.06 if self-employed:

(a) Hours (if part-time) \_\_\_\_\_

(b) Partners or other principals

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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## B. Other Employment

10.07 Employer \_\_\_\_\_

10.08 Place of employment \_\_\_\_\_

10.09 Position or title \_\_\_\_\_

10.10 Type of work performed \_\_\_\_\_

10.11 Years with employer \_\_\_\_\_

10.12 Compensation \_\_\_\_\_

(a) Salary or wages \$ \_\_\_\_\_

Gross \$ \_\_\_\_\_; net \$ \_\_\_\_\_

(b) Bonus \_\_\_\_\_

(c) Employer's contribution to: \_\_\_\_\_

(1) Pension plan \_\_\_\_\_

(2) Profit-sharing plan \_\_\_\_\_

(3) Savings plan \_\_\_\_\_

(4) Other \_\_\_\_\_

(d) Expense allowances \_\_\_\_\_

(e) Automobiles furnished by employer \_\_\_\_\_

(1) Year, make and model \_\_\_\_\_

(2) Auto expenses paid by employer \_\_\_\_\_

(i) lease \_\_\_\_\_

(ii) gasoline and oil \_\_\_\_\_

(iii) maintenance \_\_\_\_\_

(iv) insurance \_\_\_\_\_

(v) other \_\_\_\_\_

## C. Prior Employment (if different during past five years from information given above)

10.13 Employer \_\_\_\_\_

10.14 Place of employment \_\_\_\_\_

10.15 Position or title held by client \_\_\_\_\_

10.16 Type of work performed \_\_\_\_\_

10.17 Years with employer \_\_\_\_\_

10.18 Annual compensation \_\_\_\_\_

10.19 Value of employee benefits \_\_\_\_\_

## D. Other Income

10.20 Investments \_\_\_\_\_

Explain \_\_\_\_\_

10.21 Earnings on bank accounts (annual) \_\_\_\_\_

10.22 Dividend income (annual) \_\_\_\_\_

10.23 Income from trusts (annual) \_\_\_\_\_

10.24 Other \_\_\_\_\_



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## E. Health of Client

10.25 Comments: \_\_\_\_\_  
 \_\_\_\_\_

**Assets of Client (Not Joint with spouse)****A. Checking accounts**

11.00 Name of bank \_\_\_\_\_ 11.01 Average Balance \_\_\_\_\_  
 11.02 Account number \_\_\_\_\_  
 11.03 Title of account \_\_\_\_\_  
 11.04 Name of bank \_\_\_\_\_ 11.05 Average Balance \_\_\_\_\_  
 11.06 Address of bank \_\_\_\_\_  
 11.07 Account number \_\_\_\_\_

**B. Savings Accounts and Certificates of Deposit**

11.08 Name of Bank \_\_\_\_\_ 11.09 Balance \_\_\_\_\_  
 11.10 Address of Bank \_\_\_\_\_  
 11.11 Account Number \_\_\_\_\_  
 11.12 Title of Account \_\_\_\_\_  
 11.13 Name of Bank \_\_\_\_\_ 11.14 Balance \_\_\_\_\_  
 11.15 Address of Bank \_\_\_\_\_  
 11.16 Account Number \_\_\_\_\_  
 11.17 Title of Account \_\_\_\_\_  
 11.18 Name of Bank \_\_\_\_\_ 11.19 Balance \_\_\_\_\_  
 11.20 Address of Bank \_\_\_\_\_  
 11.21 Account Number \_\_\_\_\_  
 11.22 Title of Account \_\_\_\_\_

**C. Securities****11.23 Stocks**

Describe each stock: \_\_\_\_\_ Total value \$ \_\_\_\_\_

- (1) Name of corporation \_\_\_\_\_  
 (2) Shares held \_\_\_\_\_  
 (3) Current price per share \_\_\_\_\_  
 (4) Cost per share when acquired \_\_\_\_\_  
 (5) Loans against shares or margin indebtedness \_\_\_\_\_  
 (6) Location of stock certificates \_\_\_\_\_

**11.24 Bonds (include U.S. Savings Bonds)**

Describe each bond: \_\_\_\_\_ Total value \$ \_\_\_\_\_

- (1) Name of issuer \_\_\_\_\_  
 (2) Face Value \$ \_\_\_\_\_  
 (3) Current value \$ \_\_\_\_\_  
 (4) Due date \_\_\_\_\_  
 (5) Cost \$ \_\_\_\_\_  
 (6) Amount and dates of interest payments \_\_\_\_\_  
 (7) Loans against bonds or margin indebtedness \_\_\_\_\_  
 (8) Location of bonds \_\_\_\_\_

**11.25 Other securities (e.g., debentures, options, warrants, futures, etc.)**

Describe type, loans, location of each \_\_\_\_\_ Total value \$ \_\_\_\_\_

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11.26 Stockbroker name \_\_\_\_\_  
 address \_\_\_\_\_  
 account number \_\_\_\_\_ Type of account \_\_\_\_\_  
 account number \_\_\_\_\_ Type of account \_\_\_\_\_

## D. Business Assets

11.27 Name of business \_\_\_\_\_  
 11.28 Type of business \_\_\_\_\_  
 11.29 Percentage \_\_\_\_\_  
 11.30 Value of client's interest \$ \_\_\_\_\_  
 11.31 Name of business \_\_\_\_\_  
 11.32 Type of business \_\_\_\_\_  
 11.33 Percentage \_\_\_\_\_  
 11.34 Value of client's interest \$ \_\_\_\_\_

## E. Other Assets

11.35 Description \_\_\_\_\_ 11.36 Value \$ \_\_\_\_\_  
 11.37 Description \_\_\_\_\_ 11.38 Value \$ \_\_\_\_\_  
 11.39 Description \_\_\_\_\_ 11.40 Value \$ \_\_\_\_\_

## F. Life Insurance

11.41 Name of company \_\_\_\_\_ 11.42 Face Amount \$ \_\_\_\_\_  
 11.43 Loans against policy \_\_\_\_\_  
 11.44 Type of policy \_\_\_\_\_ 11.45 Beneficiary \_\_\_\_\_  
 11.46 Owner of policy \_\_\_\_\_ 11.47 Location of policy \_\_\_\_\_  
 11.48 Name of company \_\_\_\_\_ 11.49 Face Amount \$ \_\_\_\_\_  
 11.50 Loans against policy \_\_\_\_\_  
 11.51 Type of policy \_\_\_\_\_ 11.52 Beneficiary \_\_\_\_\_  
 11.53 Owner of policy \_\_\_\_\_ 11.54 Location of policy \_\_\_\_\_  
 11.55 Name of company \_\_\_\_\_ 11.56 Face Amount \$ \_\_\_\_\_  
 11.57 Loans against policy \_\_\_\_\_  
 11.58 Type of policy \_\_\_\_\_ 11.59 Beneficiary \_\_\_\_\_  
 11.60 Owner of policy \_\_\_\_\_ 11.61 Location of policy \_\_\_\_\_

## G. Pension or Retirement Plans

11.62 Type of plan (Keogh, IRA, union, employer) \_\_\_\_\_  
 11.63 Total sum in plan \_\_\_\_\_  
 11.64 Total invested by spouse \_\_\_\_\_  
 11.65 Total invested by employer \_\_\_\_\_  
 11.66 Total vested \_\_\_\_\_  
 11.67 Last annual payment into plan \_\_\_\_\_  
 11.68 Value on retirement age \_\_\_\_\_  
 11.69 Payments on retirement age \_\_\_\_\_  
 11.70 Earliest retirement age \_\_\_\_\_  
 11.71 Normal retirement age \_\_\_\_\_  
 11.72 Type of investments by fund \_\_\_\_\_

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## H. Other Personal Property

## 11.73 Boat

(a) Length, make and type \_\_\_\_\_  
 (b) Value \_\_\_\_\_  
 (c) Loans against boat \$ \_\_\_\_\_  
 (d) Loan payments per month \_\_\_\_\_  
 (e) Loan payments made to \$ \_\_\_\_\_  
 (f) Location of boat \_\_\_\_\_

## 11.74 Airplane

(a) Make and type \_\_\_\_\_  
 (b) Value \_\_\_\_\_  
 (c) Loans against airplane \$ \_\_\_\_\_  
 (d) Loan payments per month \_\_\_\_\_  
 (e) Loan payments made to \$ \_\_\_\_\_  
 (f) Location of airplane \_\_\_\_\_

## 11.75 Collections (e.g., guns, stamps, coins, antiques, works of art)

Description \_\_\_\_\_ Value \$ \_\_\_\_\_  
 Description \_\_\_\_\_ Value \$ \_\_\_\_\_  
 Description \_\_\_\_\_ Value \$ \_\_\_\_\_

## I. Real Property (residence, business, vacation)

11.76 Description \_\_\_\_\_  
 11.77 Market value \_\_\_\_\_  
 11.78 Mortgagee \$ \_\_\_\_\_  
 11.79 Mortgage payments \$ \_\_\_\_\_ per month

## Assets Held Jointly With Spouse

## A. Checking accounts

12.00 Name of bank \_\_\_\_\_ 12.01 Average balance \_\_\_\_\_  
 12.02 Account number \_\_\_\_\_  
 12.03 Title of account \_\_\_\_\_  
 12.04 Name of bank \_\_\_\_\_ 12.05 Average balance \_\_\_\_\_  
 12.06 Address of bank \_\_\_\_\_  
 12.07 Account number \_\_\_\_\_

## B. Savings Accounts and Certificates of Deposit

12.08 Name of bank \_\_\_\_\_ 12.09 Balance \_\_\_\_\_  
 12.10 Address of bank \_\_\_\_\_  
 12.11 Account number \_\_\_\_\_  
 12.12 Title of account \_\_\_\_\_  
 12.13 Name of bank \_\_\_\_\_ 12.14 Balance \_\_\_\_\_  
 12.15 Address of bank \_\_\_\_\_  
 12.16 Account number \_\_\_\_\_  
 12.17 Title of account \_\_\_\_\_  
 12.18 Name of bank \_\_\_\_\_ 12.19 Balance \_\_\_\_\_  
 12.20 Address of bank \_\_\_\_\_  
 12.21 Account number \_\_\_\_\_  
 12.22 Title of account \_\_\_\_\_

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## C. Securities

## 12.23 Stocks

Total value \$ \_\_\_\_\_

Describe each stock:

(1) Name of Corporation \_\_\_\_\_

(2) Shares held \_\_\_\_\_

(3) Current price per share \_\_\_\_\_

(4) Cost per share when acquired \_\_\_\_\_

(5) Loans against shares or margin indebtedness \_\_\_\_\_

(6) Location of stock certificates \_\_\_\_\_

## 12.24 Bonds (include U.S. Savings Bonds)

Total value \$ \_\_\_\_\_

Describe each bond:

(1) Name of issuer \_\_\_\_\_

(2) Face value \$ \_\_\_\_\_

(3) Current value \$ \_\_\_\_\_

(4) Due Date \_\_\_\_\_

(5) Cost \$ \_\_\_\_\_

(6) Amount and dates of interest payments \_\_\_\_\_

(7) Loans against bonds or margin indebtedness \_\_\_\_\_

(8) Location of bonds \_\_\_\_\_

## 12.25 Other securities (e.g., debentures, options, warrants, futures, etc.)

Total value \$ \_\_\_\_\_

Describe type, loans, location of each

## 12.26 Stockbroker name

address \_\_\_\_\_

account number \_\_\_\_\_ Type of account \_\_\_\_\_

account number \_\_\_\_\_ Type of account \_\_\_\_\_

## D. Business Assets

12.27 Name of business \_\_\_\_\_

12.28 Type of business \_\_\_\_\_

12.29 Percentage \_\_\_\_\_

12.30 Value of client's interest \$ \_\_\_\_\_

12.31 Name of business \_\_\_\_\_

12.32 Type of business \_\_\_\_\_

12.33 Percentage \_\_\_\_\_

12.34 Value of client's interest \$ \_\_\_\_\_

## E. Other Assets

12.35 Description \_\_\_\_\_ 12.36 Value \$ \_\_\_\_\_

12.37 Description \_\_\_\_\_ 12.38 Value \$ \_\_\_\_\_

12.39 Description \_\_\_\_\_ 12.40 Value \$ \_\_\_\_\_

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## F. Life Insurance

12.41 Name of company \_\_\_\_\_ 12.42 Face Amount \$ \_\_\_\_\_  
 12.43 Loans against policy \_\_\_\_\_  
 12.44 Type of policy \_\_\_\_\_ 12.45 Beneficiary \_\_\_\_\_  
 12.46 Owner of policy \_\_\_\_\_ 12.47 Location of policy \_\_\_\_\_  
 12.48 Name of company \_\_\_\_\_ 12.49 Face Amount \$ \_\_\_\_\_  
 12.50 Loans against policy \_\_\_\_\_  
 12.51 Type of policy \_\_\_\_\_ 12.52 Beneficiary \_\_\_\_\_  
 12.53 Owner of policy \_\_\_\_\_ 12.54 Location of policy \_\_\_\_\_  
 12.55 Name of company \_\_\_\_\_ 12.56 Face Amount \$ \_\_\_\_\_  
 12.57 Loans against policy \_\_\_\_\_  
 12.58 Type of policy \_\_\_\_\_ 12.59 Beneficiary \_\_\_\_\_  
 12.60 Owner of policy \_\_\_\_\_ 12.61 Location of policy \_\_\_\_\_

## G. Other personal property

## 12.62 - Boat

(a) Length, make and type \_\_\_\_\_  
 (b) Value \$ \_\_\_\_\_  
 (c) Loans against boat \_\_\_\_\_  
 (d) Loan payments per month \$ \_\_\_\_\_  
 (e) Loan payments made to \_\_\_\_\_  
 (f) Location of boat \_\_\_\_\_

## 12.63 - Airplane

(a) Make and type \_\_\_\_\_  
 (b) Value \$ \_\_\_\_\_  
 (c) Loans against airplane \_\_\_\_\_  
 (d) Loan payments per month \$ \_\_\_\_\_  
 (e) Loan payments made to \_\_\_\_\_  
 (f) Location of airplane \_\_\_\_\_

## 12.64 - Collections (e.g., guns, stamps, coins, antiques, works of art)

Description \_\_\_\_\_ Value \$ \_\_\_\_\_  
 Description \_\_\_\_\_ Value \$ \_\_\_\_\_  
 Description \_\_\_\_\_ Value \$ \_\_\_\_\_

## H. Real Property (residence, business, vacation)

12.65 Description \_\_\_\_\_  
 12.66 Market value \$ \_\_\_\_\_  
 12.67 Mortgagee \_\_\_\_\_  
 12.68 Mortgage payments \$ \_\_\_\_\_ per month

## I. Other Assets

12.69 \_\_\_\_\_ 2.70 \_\_\_\_\_

## DATA PACKET

§ 14:2

**Liabilities of the Parties**

13.00 Creditor \_\_\_\_\_ Purpose of debt \_\_\_\_\_  
 Amount of principal owing \_\_\_\_\_ Monthly payments \_\_\_\_\_  
 Arrears of payments \_\_\_\_\_  
 Obligation of: \_\_\_\_\_ client \_\_\_\_\_ spouse \_\_\_\_\_ joint

13.01 Creditor \_\_\_\_\_ Purpose of debt \_\_\_\_\_  
 Amount of principal owing \_\_\_\_\_ Monthly payments \_\_\_\_\_  
 Arrears of payments \_\_\_\_\_  
 Obligation of: \_\_\_\_\_ client \_\_\_\_\_ spouse \_\_\_\_\_ joint

13.02 Creditor \_\_\_\_\_ Purpose of debt \_\_\_\_\_  
 Amount of principal owing \_\_\_\_\_ Monthly payments \_\_\_\_\_  
 Arrears of payments \_\_\_\_\_  
 Obligation of: \_\_\_\_\_ client \_\_\_\_\_ spouse \_\_\_\_\_ joint

13.03 Creditor \_\_\_\_\_ Purpose of debt \_\_\_\_\_  
 Amount of principal owing \_\_\_\_\_ Monthly payments \_\_\_\_\_  
 Arrears of payments \_\_\_\_\_  
 Obligation of: \_\_\_\_\_ client \_\_\_\_\_ spouse \_\_\_\_\_ joint

13.04 Creditor \_\_\_\_\_ Purpose of debt \_\_\_\_\_  
 Amount of principal owing \_\_\_\_\_ Monthly payments \_\_\_\_\_  
 Arrears of payments \_\_\_\_\_  
 Obligation of: \_\_\_\_\_ client \_\_\_\_\_ spouse \_\_\_\_\_ joint

**Method of Payment of Family Expenses**

14.00 Client pays: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14.01 Spouse pays: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14.02 Client's allowance for expenses: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14.03 Spouse's allowance for expenses: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**The Marital Problem**

15.00 Elements of cruelty (briefly list illustrative instances and dates)

(1) Physical violence \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Emotional upset \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

§ 14:2

## NEW YORK MATRIMONIAL PRACTICE

15.01 Abandonment \_\_\_\_\_

(1) When \_\_\_\_\_

(2) Circumstances \_\_\_\_\_

(3) Prior abandonments \_\_\_\_\_

15.02 Adultery of spouse \_\_\_\_\_

(1) When \_\_\_\_\_

(2) Where \_\_\_\_\_

(3) With whom \_\_\_\_\_

(4) Evidence \_\_\_\_\_

15.03 Non-support (describe details) \_\_\_\_\_

15.04 Sexual problems (describe) \_\_\_\_\_

15.05 Other problems (describe) \_\_\_\_\_

15.06 Grounds elected \_\_\_\_\_

15.07 Formal proof of grounds \_\_\_\_\_

**Desire of Client**

16.00 Result sought:

Reconciliation \_\_\_\_\_ Separation Agreement \_\_\_\_\_

Separation Decree \_\_\_\_\_ Divorce \_\_\_\_\_

Support Only \_\_\_\_\_

16.01 Other relief sought:

Alimony \_\_\_\_\_

Child support \_\_\_\_\_

Medical insurance (including dental) \_\_\_\_\_

Medical expenses (including dental) \_\_\_\_\_

Psychiatric expense \_\_\_\_\_

Camp \_\_\_\_\_

Nursery school \_\_\_\_\_

Private school \_\_\_\_\_

College \_\_\_\_\_

Life insurance \_\_\_\_\_

Marital residence \_\_\_\_\_

Other property \_\_\_\_\_

Share of spouse's assets (describe) \_\_\_\_\_

Automobile \_\_\_\_\_

Provision in spouse's will for client or children \_\_\_\_\_

Counsel fees and expenses \_\_\_\_\_

Other \_\_\_\_\_

DATA PACKET

§ 14:2

**Attorney Fee**

17.00 Retainer \_\_\_\_\_

17.01 Fee arrangement (flat rate, time rate, combination, minimum, maximum) \_\_\_\_\_

17.02 Disbursements: included \_\_\_\_\_ extra \_\_\_\_\_

17.03 Retainer letter signed: yes \_\_\_\_\_ no \_\_\_\_\_

17.04 Other arrangements: \_\_\_\_\_

**Advice Given**

18.00 \_\_\_\_\_



§ 14:3

## NEW YORK MATRIMONIAL PRACTICE

## § 14:3 Living expense sheet

For \_\_\_\_\_ (Designate: husband, wife,  
children or any combination)

	Per Week	Per Month	Per Year
a. Housing expenses			
1. Rent			
2. Mortgage payment			
3. Property Taxes (if not included in mortgage payment)			
4. Appliance and house service contracts			
5. House repairs			
6. Gardening expense			
7. Exterminator			
8. Fuel oil			
9. Gas and electric			
10. Water			
11. Sewer			
12. Garbage collection			
13. Telephone			
14. Cable television			
15. Homeowner's Association			
16. Tips to doormen, mailmen, etc.			
17. Snow removal			
18. House insurance			
19. Household help			
b. Food (including meat, milk, etc.)			
c. Cleaning supplies and household items			
d. Laundry and dry cleaning			
e. Clothing			
1. clothing for self			
2. clothing for children			
3. clothing for spouse			
f. Medical expenses (not covered by insurance)			
1. Doctors - self			
spouse			
children			
2. Dentists - self			
spouse			
children			
3. Hospital			
4. Psychotherapy (for whom?)			
5. Medicine (drugs)			
6. Vitamins			
7. Medical specialists			
8. Orthodontia			
9. Allergy expense			
10. Other			

## DATA PACKET

§ 14:3

	Per Week	Per Month	Per Year
g. Auto expenses			
1. Gasoline and oil			
2. Maintenance and repairs			
3. Loan payments or rental			
4. Registration			
5. Insurance			
6. Depreciation			
7. Parking and tolls			
h. Other transportation expenses			
1. Commutation			
2. Taxis and buses			
3. Other			
i. Child care expenses			
1. Lunch money			
2. Allowances			
3. Babysitter			
4. Child grooming			
5. Summer camp			
6. Religious education			
7. Tutoring			
8. Lessons (music, dancing, etc.)			
9. Pet expense			
10. Education expense			
j. Personal expenses			
1. Tobacco			
2. Grooming			
3. Cosmetics			
4. Lunches out			
5. Entertainment (includes dinners out)			
6. Vacations			
7. Club dues and expenses			
8. Religious dues and contributions			
9. Gifts and presents			
10. Hobby expense			
11. Sports expense			
12. Education expense			
13. Books, magazine, records, etc.			
14. Charitable contributions (other than religious)			
k. Business expenses			
1. Dues (union, etc.)			
2. Subscriptions, books			
3. Other unreimbursed expenses (specify)			
4. Retirement plan			
i. Other insurance			
1. Life insurance			
2. Health insurance			
3. Accident insurance			
4. Disability insurance			
5. Other (specify)			

## § 14:3

## NEW YORK MATRIMONIAL PRACTICE

	Per Week	Per Month	Per Year
m. Obligations			
1. Alimony			
2. Child support			
3. Loans (other than auto)			
4. Others (specify)			
n. Recreation expenses (not otherwise mentioned)			
1. Other real estate			
2. Boat expense			
3. Airplane expense			
o. Other expenses:			
1. Federal income taxes			
2. State income taxes			
3. City income taxes			
4. Social security payments			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
TOTAL EXPENSES			

Please assemble and bring to the office the following items:

1. All income tax returns for past five years
2. All bank books, certificates of deposit and bank statements for the past three years
3. Listing by expense category of all checks written for past two years with separate totals for each category for each year
4. Deeds to real estate
5. Loan books
6. Insurance policies
7. Retirement plan and statements
8. Recent paycheck vouchers or envelopes
9. Other

## Chapter 16

### Negotiation and Agreement

- § 16:1 Step 1. Have all pertinent information available for negotiation
- § 16:2 Step 2. When advisable, hold four-way conference
- § 16:3 Step 3. Prepare settlement agreement in accordance with understanding of parties
- § 16:3.50 Step 3.1 Determine health insurance coverage for each party
- § 16:4 Step 4. Familiarize client and then opposing counsel with proposed agreement
- § 16:5 Step 5. Prepare, serve, and distribute copies of agreement
- § 16:6 Step 6. Prepare, serve, and distribute related documents
- § 16:7 Step 7. File memorandum of separation agreement if divorce is not presently pursued

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#### § 16:1 Step 1. Have all pertinent information available for negotiation

It is difficult to have a productive exchange of thoughts and proposals designed to settle a case if the attorney does not have all of the necessary information before beginning the first settlement discussion. A position may be taken in ignorance of a pertinent fact. Once taken, it may be difficult, awkward and possibly compromising to take a different position once the fact becomes known. No suggestion, for example, can be made with regard to the support allowance until all of the financial information is known—income, income potential, assets, liabilities, living standard, needs of the clients, etc. Be prepared before commencing settlement talks.

#### § 16:2 Step 2. When advisable, hold four-way conference

Many experienced attorneys try to develop basic points of agreement and define issues before scheduling a so-called “four-way conference.” That is a conference of both spouses and their separate attorneys. Sometimes such a conference is necessary to close the gaps of differences between the respective positions of the parties on the issues not resolved. However, a four-way conference early in the case

## § 16:2

## NEW YORK MATRIMONIAL PRACTICE

and before the issues are defined frequently becomes an arena for the clients to ventilate their emotions and is seldom productive. Its request by an attorney is often considered as an indication of lack of experience of the attorney or lack of control of the client by the attorney. It is important that the attorney keep careful notes of the points of negotiations during the conferences. This will aid in the drafting or checking a settlement agreement. It will also provide reference material in the event of a subsequent need to interpret provisions of the agreement. The discussions, as noted in the file, will be indicative of the intent of the parties, particularly in the event that the validity or interpretation of the agreement is challenged.

**§ 16:3 Step 3. Prepare settlement agreement in accordance with understanding of parties**

When a "meeting of the minds" is reached, an agreement should be prepared based upon the deal that was made. Each agreement should be drafted individually based upon the understanding of the parties. No form agreement is adequate or should be used without extensive revisions and redrafting. Many of the clauses are stereotyped or "boilerplate." However, read them carefully to be sure that small changes in language do not affect the meaning of what is believed to be intended as a "standard" clause.

The settlement agreement [§ 28:1] should serve a two-fold purpose: first to resolve the present issues; and, second, to contemplate and provide for future circumstances to the extent foreseeable. It should, therefore, be a complete and comprehensive document.

The included form agreement is simply a rough guide which should be scrutinized minutely and critically in all of its clauses before any of the provisions are adopted in a particular case. It is not designed to meet the requirements of any particular case and is to be used merely as a guide. Most of the clauses will require "tailoring" to conform to the individual needs of the case involved.

**§ 16:3.50 Step 3.1 Determine health insurance coverage for each party**

In 2007, the New York legislature enacted Domestic Relations Law § 177 in order to assure the parties to a divorce or other dissolution of the marriage that there will be provision for the medical insurance coverage of the spouses, regardless of the party responsible for payments. A divorce agreement or settlement agreement, and most likely a postnuptial agreement, will not be valid for the purpose of resolving marital issues unless specific provisions are contained in the agreement for providing health insurance to each of the spouses and a recognition of the spouse who is to bear the expense for the insurance. A judgment of divorce or other judgment dissolving the marital status will not be entered unless and until the agreement has complied